

AGREEMENT BETWEEN
THE CITY OF GLENDALE
AND

THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT ("Agreement") is executed to be effective this 8th day of SEPTEMBER 1995, between the City of Glendale, a municipal corporation ("City") and the State of Arizona Department of Transportation ("ADOT").

RECITALS

- A. The Governor of the State of Arizona has proposed removing the Paradise Parkway ("Parkway") from the State Highway System.
- B. The State Transportation Board has provided the City with written notice that in four years it intends to abandon the Parkway as required by State law.
- C. The City concurs with the Governor's plan to remove the Parkway from the State Highway System.
- D. ADOT is interested in disposing of certain properties it has acquired over the years for right-of-way for the Parkway ("Properties") as quickly as possible and at the highest value possible.
- E. The City is interested in enhancing the neighborhoods located within or near the portion of the Parkway located within the City, and to do so is interested in promoting home ownership, and in pursuing plan changes and zoning changes which result in higher value development and neighborhood stability. The interests of the City set forth above constitute a public purpose of protecting and promoting the public's health, safety and welfare.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

OBLIGATIONS OF ADOT

1. Pursuant to the direction of the State Transportation Board by Resolution for disposal of the Properties, ADOT shall notify all former owners of the Properties with rights of re-purchase of the terms of re-purchase which are set forth pursuant to A.R.S. § 28-1865. All Properties re-purchased by former owners pursuant to A.R.S. § 28-1865 are not subject to the terms and conditions of this Agreement.

2. ADOT shall contract for services to evaluate, market and sell at public auction the Properties within the Parkway. ADOT shall make a good faith effort to commence the sale of the

Properties on which are located single family houses ("Single Family Properties") by public auction by September 1, 1995.

3. ADOT shall include in the contract for sale of Single Family Properties a clause which shall require the purchaser or the purchaser's spouse, parent or child (collectively referred to as "Purchaser") to occupy the property for a period of one year from the date of sale. In any contract between ADOT and a consultant to market and sell the Properties, said consultant shall be required to limit its marketing and sales activities to Purchasers who will occupy the homes for a period of at least one year from the date of sale; the consultant shall be required to include in every contract of sale a provision that the property shall not be leased, rented, or occupied except by the Purchaser for a period of one year from the date of sale. The obligation of ADOT to include these clauses is contingent upon receipt by ADOT of a statement from an appraiser which indicates that the inclusion of these clauses will not have a negative impact on the values of the Single Family Properties.

4. Prior to the auction sale of the Single Family Properties, ADOT shall inspect said Properties to determine the current condition of the structure. ADOT shall complete all repairs, painting, and improvements needed to meet typical market financing requirements and to comply with existing laws, codes and ordinances.

5. ADOT agrees it will not dispose of those properties located south of Bethany Home Road and east of 73rd Avenue which are currently vacant and zoned for single-family development until February 1, 1996 in order to provide the City time to engage in a community planning effort regarding said Properties. ADOT agrees that it will participate as the land owner of said Properties in the General Plan and rezoning actions consistent with the community planning effort conducted by the City. The purpose of said rezoning effort is to provide land uses which are the most appropriate for the area as a whole, and which zoning would be consistent with ADOT's interest in disposing of the Properties as quickly as possible and at the highest value possible. The obligation of ADOT to act as a rezoning applicant pursuant to this paragraph shall be contingent upon receipt of a statement from an appraiser stating that the rezoning as proposed by the City will not have a negative impact on the value of the Single-Family Properties.

OBLIGATIONS OF CITY

6. City hereby irrevocably waives the four-year waiting period otherwise required by A.R.S. § 28-106(H)(2) before ADOT may abandon the Parkway, which waiver is authorized pursuant to said statute, and also agrees that it is not interested in development of the Parkway, SR 50, corridor as a City transportation corridor.

7. City will prepare a proposed plan ("Plan") to identify the appropriate land uses for the Single Family Properties and shall request ADOT to participate in a rezoning process so that the appropriate rezoning of the Properties be concluded no later than February 1, 1996.

8. City agrees that it will perform all necessary actions and pay all expenses related to the application and notification of the proposed rezoning of the Single-Family Properties pursuant to paragraph 7.

GENERAL PROVISIONS

9. This Agreement shall terminate at the time that all Properties have been sold, or December 31, 1996, whichever comes first.

10. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE

By Paulen J. Kavan
Its Acting City Manager

ATTEST

[Signature]
City Clerk

APPROVED AS TO FORM

Pete Van H...
City Attorney

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| NO. <u>20093</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>09/08/95</u> |
| <u>[Signature]</u> Secretary of State |
| By <u>Vicky D. [Signature]</u> |

STATE OF ARIZONA,
DEPARTMENT OF TRANSPORTATION

By [Signature]
Its Deputy State Engineer



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
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INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR95-1854-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 5th day of August, 1995.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to be "B. B. B.", written over a horizontal line.

Assistant Attorney General
Transportation Section